

# **EXHIBIT C**

# Provider Manual



## General Information

This Caremark Provider Manual ("Provider Manual") supersedes all previous versions of OnLine Infos, PCS policies, and PCS, AdvancePCS, Caremark, PharmaCare (which includes ClaimsPro, United Provider Services, and Eckerd Health Services), and RxAmerica provider manuals.

Capitalized terms used in the Provider Manual not defined in the Glossary of Terms shall have the same meaning as in the Provider Agreement.

### Proprietary Statement

The information contained in this Provider Manual is confidential and proprietary to Caremark and provided for business purposes only. Provider cannot copy, reproduce, distribute or otherwise share the information contained in this Provider Manual except as authorized by the Provider Agreement. The Caremark Provider Manual must be surrendered to Caremark (at Caremark's request) upon termination of the Provider Agreement.

### Document Adherence

The Provider Manual is a part of the Caremark Documents and incorporated into the Provider Agreement with Caremark. Provider must abide by the provisions and terms set forth in the Provider Agreement. Nonadherence to any of the provisions and terms of the Provider Agreement (which includes the Provider Manual and all other Caremark Documents) is a breach of the Provider Agreement.

### Help Desk

Inquiries which the Provider Manual or the claim system response does not address can be directed to the interactive voice response (IVR) system or the Caremark Help Desk. To help expedite certain responses, the IVR is available 24 hours a day, 7 days a week, excluding downtime for maintenance and service. The Caremark Help Desk is open every day of the year and is staffed with representatives. Following are the phone numbers corresponding with the appropriate Bank Identification Numbers (BINs):

BIN *	Phone Number
610415*	1-800-345-5413
004336*	1-800-364-6331
610591*	1-800-364-6331
610029*	1-800-421-2342
610468	1-800-490-7916
006144	1-800-490-7916
004245	1-800-490-7991
610449	1-800-490-7916
603604	1-800-490-0234
610474	1-800-490-0234
610473	1-877-279-0372**
013303	1-877-279-0372**
012189	1-877-279-0372**
610502‡	1-800-238-6279

\*Plan sponsor-specific BINs and phone numbers may apply as specified in pharmacy notifications or the Caremark Payer Sheet

\*Puerto Rico Providers call toll-free 1-800-842-7331.

\*\*Unless specified otherwise in pharmacy notifications as Plan Sponsor-specific phone numbers may apply

‡This BIN also has the following service numbers available:

- 1-800-238-6279 Language Line – This service provides translation for more than 140 languages and is available to Providers/members 24 hours a day, 7 days a week
- 1-800-501-9863 Hearing Impaired Line – Access to a Telecommunications Device for the Deaf (TDD) is available for callers who are hearing impaired. This service is offered 24 hours a day, 7 days a week

Help Desk representatives will use reasonable efforts to assist Providers. Please refer to the **Medicare Part D** section of the Provider Manual for detail on Medicare Part D Calls to the Pharmacy Help Desk.

### Contact Information

Unless otherwise specified in the Provider Manual, Providers must send inquiries, grievances and requested changes to the information communicated in the Provider Manual or Caremark Documents, or other questions in writing to:

#### Caremark

Attn: Network Management, MC 080  
9501 East Shea Boulevard  
Scottsdale, Arizona 85260

Any notice to Caremark must also be addressed and delivered to:

**Caremark**  
**Attn: General Counsel**  
**9501 East Shea Boulevard**  
**Scottsdale, Arizona 85260**

Notwithstanding the foregoing, Caremark may give notice to Provider (1) via the claims adjudication system; (2) by facsimile via the facsimile number, or by e-mail via the e-mail address, provided by Provider in Provider's enrollment documentation or as otherwise indicated by Provider to Caremark and agreed to by Caremark; or (3) via a Caremark website for which Provider will be given access.

Notices are deemed received on the date of delivery to the other party when delivered in person, by air courier, by e-mail, by facsimile, or by certified mail. If notice is sent by first class mail, the notice is deemed received on the third business day after the date such notice was mailed.

The terms of this **Notices** section apply notwithstanding any other provision in the Provider Agreement.

### **Amendments**

From time to time, and notwithstanding any other provision in the Provider Agreement (which includes the Provider Manual), Caremark may amend the Provider Agreement, including the Provider Manual or other Caremark Documents, by giving notice to Provider of the terms of the amendment and specifying the date the amendment becomes effective. If Provider submits claims to Caremark after the effective date of any notice or amendment, the terms of the notice or amendment is accepted by Provider and is considered part of the Provider Agreement.

### **Enforceability**

In the event that any provision or term set forth in the Provider Agreement is determined invalid or unenforceable, such invalidity and unenforceability will not affect the validity or enforceability of any other provision or term set forth in the Provider Agreement.

### **Arbitration**

Any and all disputes between Provider and Caremark (including Caremark's employees, parents, subsidiaries, affiliates, agents and assigns (collectively referred to in this Arbitration section as "Caremark"), including but not limited to disputes in connection with, arising out of, or relating in any way to, the Provider Agreement or to Provider's participation in one or more Caremark networks or exclusion from any Caremark networks, will be exclusively settled by arbitration. Unless otherwise agreed to in writing by the parties, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to the then applicable AAA Commercial Arbitration Rules and Mediation Procedures (available from the AAA). In no event may the arbitrator(s) award indirect, consequential, or special damages of any nature (even if informed of their possibility), lost profits or savings, punitive damages, injury to reputation, or loss of customers or business, except as required by law. The arbitrator(s) shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the agreement to arbitrate, including, but not limited to any claim that all or part of the agreement to arbitrate is void or voidable for any reason. The arbitrator(s) must follow the rule of Law, and the award of the arbitrator(s) will be final and binding on the parties, and judgment upon such award may be entered in any court having jurisdiction thereof. Any such arbitration must be conducted in Scottsdale, Arizona and Provider agrees to such jurisdiction, unless otherwise agreed to by the parties in writing. The expenses of arbitration, including reasonable attorney's fees, will be paid for by the party against whom the award of the arbitrator(s) is rendered, except as otherwise required by Law.

**Arbitration with respect to a dispute is binding and neither Provider nor Caremark will have the right to litigate that dispute through a court. In arbitration, Provider and Caremark will not have the rights that are provided in court, including the right to a trial by judge or jury. In addition, the right to discovery and the right to appeal are limited or eliminated by arbitration. All of these rights are waived and disputes must be resolved through arbitration.**

**No dispute between Provider and Caremark may be pursued or resolved as part of a class action, private attorney general or other representative action or proceeding (hereafter all included in the term "Class Action"). All disputes are subject to arbitration on an individual basis, not on a class or representative basis, and the arbitrator(s) will not resolve Class Action disputes and will not consolidate arbitration proceedings. Provider and Caremark agree that each may pursue or resolve a dispute against the other only in its individual capacity, and not as a plaintiff or class member in any purported Class Action.**

Except as may be required by Law, neither a party nor an arbitrator(s) may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties. The above notwithstanding,

nothing in this provision shall prevent either party from seeking preliminary injunctive relief to halt or prevent a breach of this Provider Agreement in any state or federal court of law.

Prior to a party initiating an arbitration, such party shall request in writing to the other party ("Dispute Notice") a meeting of authorized representatives of the parties for the purpose of resolving the dispute. The parties agree that, within ten (10) days after issuance of the Dispute Notice, each party shall designate a representative to participate in dispute resolution discussions which will be held at a mutually acceptable time and place (or by telephone) for the purpose of resolving the dispute. Each party agrees to negotiate in good faith to resolve the dispute in a mutually acceptable manner. If despite the good faith efforts of the parties, the authorized representatives of the parties are unable to resolve the dispute within thirty (30) days after the issuance of the Dispute Notice, or if the parties fail to meet within such thirty (30) days, either party may, by written notice to the other party, submit the dispute to binding arbitration.

The terms of this arbitration section apply notwithstanding any other or contrary provision in the Provider Agreement, including, but not limited to, any contrary language in any **Third Party Beneficiary** provision. This Arbitration section survives the termination of this Provider Agreement and the completion of the business relationship between Provider and Caremark. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

### **Force Majeure**

Caremark and Provider are excused from performance under the Provider Agreement to extent that either Caremark or Provider is prevented from performing all or any part of the Provider Agreement as a result of causes that are beyond the affected party's reasonable control, including, but not limited to, fire, flood, earthquakes, tornadoes, other acts of God, war, work strikes, civil disturbances, power or communications failure, court order, government intervention, a change in Law, a significant change in the industry, or third party nonperformance.

### **Anti-Kickback Statute, Stark Law, and Caremark Compliance Program**

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Provider Agreement. Further, Provider shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.